IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

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KEITH DORROUGH, CLERK

STATE OF TENNESSEE, *ex rel.*,
ROBERT E. COOPER, JR.
Attorney General & Reporter,

Plaintiff,

v.

PURDUE PHARMA L.P.,
PURDUE PHARMA, INC., and
PURDUE FREDERICK COMPANY,
located at
One Stamford Forum
201 Tresser Boulevard
Stamford, CT 06901-3431,

Defendants.

No. 07C1319

COMPLAINT

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1. This civil law enforcement proceeding is brought in the name of the State of Tennessee, by and through Robert E. Cooper, Jr., Attorney General & Reporter (hereinafter "State"), pursuant to the Tennessee Consumer Protection Act of 1977 (Tenn. Code Ann. § 47-18-101 *et seq.*) ("TCPA"), the Attorney General's general statutory authority (Tenn. Code Ann. § 8-6-109), the Attorney General's authority at common law, and at the request of Mary Clement, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance ("Director"). The Attorney General and the Director have reason to believe that the above-named Defendants have violated the TCPA by engaging in unfair and deceptive acts and practices to wit: Purdue Pharma's

unfair and deceptive marketing of the opioid painkiller OxyContin. Although OxyContin is a Schedule II narcotic with an abuse profile and addictive qualities similar to morphine, the Defendants aggressively promoted OxyContin to doctors, nurses and consumers as a first-choice analgesic for treatment of a wide variety of pain symptoms. While it expanded the market for OxyContin, the Defendants avoided and minimized the known risks of OxyContin abuse, addiction and diversion. The Defendants failed to adequately warn doctors or consumers of OxyContin's significant risks and failed to take reasonable steps to guard against OxyContin abuse and diversion, instead striving to "educate" doctors and consumers that concerns over abuse, addiction and diversion of OxyContin were misplaced. The Defendants' aggressive promotion of OxyContin led to a dramatic increase in OxyContin prescriptions, which in turn furthered an increase in OxyContin abuse and diversion from legitimate uses to illicit uses of OxyContin. The Defendants' conduct constitutes unfair and/or deceptive acts and practices in violation of Tenn. Code Ann. §§ 47-18-104 (b)(2),(b)(5), (b)(7) and (b)(27). There is no other civil action between these parties arising out of the same transaction or occurrences as alleged in this Complaint pending in this Court.

THE PARTIES

2. Plaintiff, State of Tennessee, *ex rel.* Robert E. Cooper, Jr., Attorney General & Reporter, is charged with enforcing the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101 *et seq.,* (hereinafter "the TCPA"), which prohibits unfair or deceptive acts or practices affecting the conduct of any trade or commerce. Under Tenn. Code Ann. § 47-18-108 (a) (1) the Attorney General may initiate civil law enforcement proceedings in the name of the State to enjoin violations of the TCPA and to secure such equitable and other relief as may be appropriate in each case. The Attorney General is authorized to seek a judgment which enjoins deceptive or

illegal business acts or practices including, but not limited to, any misrepresentation, concealment or suppression of a material fact, and which awards damages, restitution and any other appropriate relief.

3. Defendant Purdue Pharma L.P. is a limited partnership with its principal place of business at One Stamford Forum, Stamford, Connecticut. At all times relevant to this Complaint, Purdue Pharma L.P. has been in the business of designing, testing, manufacturing, labeling, advertising, promoting, marketing, selling, and/or distributing OxyContin throughout the United States, including the State of Tennessee.

4. Defendant Purdue Pharma Inc. is a Delaware corporation with its principal place of business at One Stamford Forum, Stamford, Connecticut. At all times relevant to this Complaint, Purdue Pharma Inc. has been in the business of designing, testing, manufacturing, labeling, advertising, promoting, marketing, selling, and/or distributing OxyContin throughout United States, including the State of Tennessee. Purdue Pharma Inc. is the general partner of Purdue Pharma, L.P., and at all relevant times has supervised and managed the operations and affairs of its subsidiary and affiliate, Purdue Pharma, L.P.

5. Defendant Purdue Frederick Company is a Delaware corporation with its principal place of business at One Stamford Forum, Stamford, Connecticut. At all times relevant to this Complaint, Purdue Frederick has been in the business of designing, testing, manufacturing, labeling, advertising, promoting, marketing, selling, and/or distributing OxyContin throughout United States, including the State of Tennessee.

6. Because the marketing conduct alleged in this Complaint concerns all Defendants, all Defendants are collectively referred to as "Purdue." "Purdue" shall mean Purdue Pharma Inc.,

Purdue Pharma L.P., The Purdue Frederick Company, Inc (d/b/a The Purdue Frederick Company), and all of their United States affiliates, subsidiaries, predecessors, successors,parents and assigns, who manufacture, sell, distribute and/or promote OxyContin.

JURISDICTION AND VENUE

7. This Court exercises jurisdiction pursuant to Tenn. Code Ann. § 20-2-201, Tenn. Code Ann. § 20-2-214, Tenn. Code Ann. § 47-18-108 and Tenn. Code Ann. § 47-18-114. Purdue, through their transactions, are doing business in Tennessee and are subject to jurisdiction through the State's long-arm statute, Tenn. Code Ann. § 20-2-201 *et seq.*, specifically Tenn. Code Ann. § 20-2-214(a)(1), (2), and (6). Pursuant to Tenn. Code Ann. § 20-2-214 (c), a foreign corporation may be subject to jurisdiction based on the actions of an agent.

8. Venue is proper in Davidson County pursuant to Tenn. Code Ann. § 47-18-108 (a) (3) because it is one of the counties in Tennessee where the unfair and deceptive acts and practices alleged in this Complaint have taken place.

9. The Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, *et. seq.*, makes unlawful unfair or deceptive acts or practices in trade or commerce, and authorizes the Attorney General to bring enforcement actions to obtain permanent injunctive relief, recover restitution, restore ascertainable losses, revoke business licenses or certificates, to obtain civil penalties up to $1,000.00 per violation and to obtain any other relief deemed necessary. Tenn. Code Ann. § 47-18-108 (a)(1), (b)(1), (b)(2) and (b)(3). Moreover, whenever a permanent injunction is issued and final, reasonable costs shall be awarded to the state (Tenn. Code Ann. § 47-18-108 (5))

and expenses of investigation and prosecution, including attorneys' fees. Tenn. Code Ann. § 47-18-108 (b)(4).

FACTS

Purdue Manufactures and Sells OxyContin, a Schedule II Narcotic Opioid Designed to Treat Serious, Long-Term Pain

Upon information and belief, the State alleges as follows:

10. OxyContin is an opioid analgesic – a narcotic substance that relieves a person's pain without causing the loss of consciousness. OxyContin is a controlled-release form of oxycodone hydrochloride. Oxycodone is a very powerful pain reliever similar to morphine, and is the active ingredient in OxyContin as well as oxycodone-combination drugs such as Percocet, Percodan and Tylox.

11. Purdue developed and manufactures OxyContin. OxyContin's controlled release of oxycodone purports to facilitate 12-hour dosing for OxyContin, which distinguished it from other oxycodone tablets typically administered in 4 to 6 hour doses. Due in part to its controlled-release feature, OxyContin contains more oxycodone than other oxycodone drugs.

12. OxyContin is a Schedule II narcotic, which means its manufacture and distribution is subject to the Drug Enforcement Agency 's ("DEA") regulation and control. Classification of OxyContin as a Schedule II controlled substance means that the DEA has determined that OxyContin: i) has a high potential for abuse, ii) has been accepted for medical use in the United States subject to severe restrictions, and iii) abuse may lead to severe psychological or physical dependence.

13. As reflected by the DEA's oversight, OxyContin has an abuse profile, and addictive

qualities, similar to morphine. Among other things, this means that: first, OxyContin users experience euphoria, making the drug prone to abuse (*i.e.*, non-medical use); second, OxyContin causes physical dependence in a short time, meaning that a user will experience withdrawal symptoms upon terminating use; and third, tolerance is common, meaning that, over time, dosage often must increase in order to provide the same level of pain relief.

14. In sum, opioids like OxyContin cause physical dependence and are prone to abuse and addiction. As a result, doctors have traditionally, and correctly, exercised caution in prescribing opioids, weighing their analgesic effect against the risks of dependence, addiction, abuse, and diversion from legitimate patients to illicit, non-medical use.

15. Although OxyContin posed the same risks as MS Contin and other opioids, Purdue, as part of their marketing strategy, sought to position OxyContin differently from other opioids by avoiding or minimizing the drug's known risks.

16. In December 1995, the FDA approved the use of OxyContin for the following "indications," that is, the circumstances for which the FDA has determined that a drug is safe and effective:

> Indications: "OxyContin Tablets are a controlled-release oral formulation of oxycodone hydrochloride indicated for the management of moderate-to-severe pain where use of an opioid analgesic is appropriate for more than a few days."

17. In 2001, the FDA changed the OxyContin indications. OxyContin is now indicated for the "management of moderate-to-severe pain *when a continuous around-the-clock analgesic is needed for an extended period of time.*"

18. Since 1995, the FDA also has restricted the appropriate marketing and use of OxyContin as reflected in the OxyContin label. Among other things, the FDA has determined that

OxyContin, because it has not been shown to be safe and effective for these uses, should not be promoted:

for use as a prn analgesic. "Prn" means as needed, or as required.

- for use as a preemptive analgesia (pre-operative), that is, not to be administered in advance of an operation for expected pain.

- for post-operative pain in patients not already on OxyContin.

- for post-operative pain unless the pain is moderate-to-severe and expected to persist for extended period.

- where contraindicated for patients with significant respiratory depression, acute or severe bronchial asthma or hypercarbia, or with paralytic ileus.

Purdue Promoted OxyContin through a Multifaceted Marketing Campaign

19. Purdue has marketed OxyContin to doctors, dentists, nurses, other healthcare professionals, and patients. Purdue's goals have been to increase the number of doctors prescribing OxyContin, increase the number of patients taking OxyContin, and increase the OxyContin dosages prescribed by doctors, all in order to increase OxyContin sales and generate profits for Purdue.

20. Purdue has, at various times:

a) employed hundreds of sales representatives paid to visit with doctors, nurses, pharmacists and other health care professionals to expand the prescription writing base and increase prescription writing for OxyContin;

b) prepared and distributed sales aids, visuals, hand outs, and "leave behind" promotional items to be used by sales representatives and distributed to healthcare professionals;

c) conducted seminars, trainings and purported educational programs for health care professionals to promote treatment of pain via increased opioid usage, specifically OxyContin;

d) placed OxyContin advertisements in medical journals and other publications directed

at healthcare professionals;

e) maintained websites directed at patients, patient families, and healthcare professionals promoting pain treatment, specifically via prescribing OxyContin or other opioids;

21. Purdue's sales efforts are directed to: i) get doctors to prescribe and nurses to recommend OxyContin, ii) ensure that hospitals and managed care organizations place OxyContin on their drug formularies and treat it favorably vis-a-vis other painkillers, iii) encourage pharmacies to stock OxyContin, in all prescription strengths, and iv) encourage hospitals and long term care facilities to purchase and use OxyContin for their patients.

22. The bulk of sales representatives' efforts focus on visiting doctors, nurses and other medical staff. Purdue provides their sales representatives with precise information on doctors' prescribing histories for OxyContin and other opioid painkillers. Armed with this information, Purdue and their sales representatives identify "core" physicians and "A-1" sales targets, who are deemed to be actual or potential high-volume prescribers of OxyContin.

23. Purdue sales representatives visited these doctors and their staffs to encourage use of OxyContin. If a doctor prescribed opioids other than OxyContin, Purdue sales representatives encouraged them to switch to OxyContin. If a doctor already prescribed OxyContin, Purdue sales representatives encouraged OxyContin for more patients, for broader uses, and in increased dosages or strengths.

24. Purdue linked sales representatives' compensation directly to increased OxyContin prescribing by those doctors and institutions in the representatives' territory, as discussed further below.

25. Purdue designed their seminars, trainings and "educational" programs for doctors, pharmacists and nurses to serve the same goals as Purdue's office sales visits: promote OxyContin

as the opioid of choice, get healthcare professionals "comfortable" with prescribing high strength narcotic opioids, and ultimately increase OxyContin prescriptions.

26. Regardless of the promotion medium, Purdue and their sales representatives echoed several simple OxyContin sales messages, consistently reflected in Purdue's advertisements, marketing plans and instructions to sales representatives. With respect to encouraging doctors to prescribe OxyContin, Purdue sought to:

- "enhance the acceptance of opioids for non-cancer pain," and, with respect to OxyContin, avoid any stigma attached to use of opiates;
- expand OxyContin tablets use in non-malignant pain market by positioning it as "the one to start with and the one to stay with;"
- establish OxyContin as the first-line choice at Step 2 of the WHO pain ladder (mild to moderate pain);
- increase the use of OxyContin tablets for a wide variety of conditions, and for acute and sub-acute pain (*e.g.*, "post-op pain, trauma, fractures"); and
- encourage assessment of pain by physicians and communication of pain by patients, and attach an emotional aspect to non-cancer pain so physicians treat it more aggressively.

27. With respect to the characteristics of OxyContin itself, Purdue's marketing emphasized:

- that OxyContin is strong ("It Works");
- the duration of pain control - that unlike other oxycodone medication, OxyContin need only be taken every 12 hours;
- the convenience of 12 hour dosing as compared to 4 or 6 hour analgesics (print ads showing six dosage cups vs. two and stating "the hard way vs. the easy way");
- that OxyContin acts quickly – that the onset of analgesia is within one hour in most patients; and

- that OxyContin was "appropriate for a wide range of patients."

28. Purdue promoted OxyContin to a wide variety of doctors, without regard for their training or experience prescribing opioids, encouraging OxyContin for an ever-increasing list of conditions, and patient types. While expanding the market in this way, Purdue failed to adequately account for known health and safety risks of OxyContin, especially the risks of OxyContin abuse, dependence, addiction and diversion.

Purdue's Marketing Strategy was to Steadily Expand OxyContin Usage from Cancer Pain Treatment to a Wide Array of Ailments

29. At the outset of the OxyContin launch, Purdue briefly marketed OxyContin principally for treatment of chronic pain in cancer patients. That quickly changed. Beginning in 1996, Purdue consistently expanded: a) the types of doctors and healthcare professionals to whom it promotes OxyContin; b) the classes of patients for whom they encourage OxyContin to be prescribed; and c) the array of diseases and types of pain for which they promote OxyContin use.

30. One step in Purdue's plan to expand OxyContin use to all sorts of pain was their decision to focus its sales efforts on primary care physicians ("PCPs").

31. Purdue targeted PCPs as a fruitful avenue to increased OxyContin sales. Sales representatives visited thousands of primary care physicians and sought to convince them that OxyContin was an appropriate first-line painkiller for a wide variety of ailments. More than half of doctor visits by Purdue sales reps were to PCPs. The aggressive marketing to PCPs paid off: Since 2002, PCPs have accounted for nearly half of all OxyContin prescriptions.

32. Purdue's promotional efforts also targeted additional types of physicians, eventually including surgeons, gerontologists, rheumatologists, orthopedics, arthritis specialists, obstetricians

and gynecologists, emergency medicine physicians, and dentists. Purdue failed to take meaningful steps to educate these doctors on the risks of opioid use, abuse, addiction and diversion. Instead, Purdue repeated their simple sales messages: pain is undertreated, OxyContin provides easy dosing and prompt relief, and is the "one to start with and to stay with."

33. Purdue consistently expanded the pain ailments for which they aggressively promoted OxyContin, without a concomitant focus on limiting OxyContin to serious and prolonged pain.

34. As Purdue's promotional activities expanded the proposed uses for OxyContin – to include many diseases and many types of pain – Purdue's marketing strategy minimized OxyContin's risks. Instead of recommending caution in the use of a Schedule II narcotic with an abuse profile similar to morphine, Purdue in essence pitched OxyContin as simply a powerful pain reliever – for many types of pain and for many types sorts of patients – with few precautions to guard against its capacity for abuse, dependence, addiction and diversion.

35. Purdue also failed to closely follow appropriate step therapy and instead promoted OxyContin as the first-line pain reliever that could be used to treat all levels of pain – "the one to start with and stay with" and "the easy way."

36. Purdue's sales strategy to expand OxyContin's prescriber base and patient population was successful. Within years of their launch and through the present, OxyContin was and is prescribed by a wide range of doctors for a wide range of pain ailments.

While Expanding the Prescriber Base and Usage of OxyContin, Purdue Failed to Adequately Focus on OxyContin's Health and Safety Risks, Especially the Risks Related to Abuse and Diversion

37. From their product launch, Purdue knew that OxyContin was prone to abuse, dependence, addiction and diversion. But the linchpin of Purdue's marketing strategy was to

distinguish OxyContin from other opioids and their well known risk of abuse, and to avoid the stigma attached to these other opioids, particularly morphine. Purdue's sales strategy focused on getting doctors "comfortable" with prescribing OxyContin, even though prescribing opioids warrants that doctors exercise caution, and OxyContin did not warrant different treatment.

38. In 2001, amidst significant media coverage of widespread OxyContin abuse, diversion and addiction, the FDA required Purdue to significantly alter their label to provide a so-called "black box" warning, including the following:

> Warning: OxyContin is an opioid agonist and a Schedule II controlled substance with an abuse liability similar to morphine.
>
> OxyContin Tablets are to be swallowed whole, and are not to be broken, chewed or crushed. Taking broken, chewed or crushed OxyContin Tablets leads to rapid release and absorption of a potentially fatal dose of oxycodone.

39. Even after the FDA required Purdue to bolster their OxyContin warning, Purdue continued to minimize the risks of abuse, addiction and diversion in their marketing. Instead, Purdue repeated their message that pain is undertreated, that patients deserve opioid treatment, and that OxyContin is the answer. Any meaningful message on the risks of abuse, addiction and diversion would have undermined Purdue's sales objectives, and Purdue avoided it.

40. Purdue sought to portray "addiction" to opioids as exceedingly rare. By way of example, Purdue's videotape "From One Patient to Another," advised patients that "Less than 1% of patients taking opioids actually become addicted." A Purdue pamphlet entitled "Counseling Your Patients and Families Regarding the Use of Opioids," stated: "Many patients – and family members – will be surprised to discover that fewer than 1% of opioid-using patients become addicted."

Purdue's focus on "addiction," narrowly defined, to the exclusion of broader concepts of psychological dependence, physical dependence, tolerance and abuse, made their representations misleading.

41. If doctors expressed concern over using OxyContin due to its capacity for abuse, dependence or addiction, Purdue trained their sales representatives to avoid and minimize those concerns.

42. Although Purdue, in response to public scrutiny of widespread OxyContin abuse, has claimed to implement programs designed to guard against diversion and abuse, they have continued to try to convince doctors that their concerns of addiction, dependence and abuse are misplaced.

Purdue Employed a Sales Approach and Incentive System that Exacerbated, Rather Than Guarded Against, the Risk of OxyContin Abuse, Addiction and Diversion

43. Purdue sales representatives were compensated in large measure for increasing the volume of OxyContin prescribed and sold. Purdue's sales goals were plain: to increase the number of doctors prescribing Oxycontin, to increase the number of prescriptions written by each, and to increase dosages of OxyContin. Purdue's sales approach and incentive system failed to adequately balance Purdue's desire for increased OxyContin sales with safeguards against OxyContin abuse, addiction and diversion.

44. Both through their compensation structure and through its sales managers, Purdue cultivated a high pressure environment for their sales representatives. This pressure to increase sales was not properly balanced against public safety and failed to account for the known risks of OxyContin.

45. Purdue also instructed their sales representatives to focus their sales efforts on those

doctors who already prescribed the greatest amount of OxyContin, urging them to write more prescriptions for more patients. Using detailed prescribing data on doctors, Purdue sales representatives strove to increase "new starts" and increase prescription volume by these key prescribers.

46. These aspects of Purdue's sales and incentive system all served to promote, not guard against, OxyContin abuse, diversion and addiction.

47. Purdue also failed to use their detailed prescribing information on doctors to guard against OxyContin abuse and diversion. Purdue, since OxyContin's launch, purchased detailed prescribing data from IMS Health ("IMS data"), showing the prescribing history and patterns of doctors, including the number of OxyContin prescriptions written, the dosages, as well as the same prescribing information with respect to competing opioids and other drugs. Purdue provides each sales representative this prescribing information for target doctors in their territory.

48. Purdue could have used the prescribing data to readily identify potential sources of abuse and diversion, such as "pill mills" that divert OxyContin to the illicit street market. Purdue then could have employed meaningful internal measures to guard against abuse and diversion risks. For instance, Purdue could have visited those doctors to review pain documentation practices or otherwise protect against potential abuse or diversion. Or, the company could have shared with law enforcement those prescribing patterns that evidenced a risk of abuse or diversion. For years, Purdue did not take those steps.

49. Purdue, notwithstanding their marketing claims focused on fighting abuse and diversion, declined to use the IMS prescribing data to protect against abuse and diversion risks. Purdue sales representatives instead targeted the highest prescribers and encouraged them to

prescribe more OxyContin, in larger doses, to more patients. Purdue's marketing practices thus exacerbated the abuse and diversion risks.

50. Purdue's OxyContin marketing resulted in dramatic increases in OxyContin prescriptions.

51. On or about October 12, 2004, Purdue entered into a tolling agreement with the Tennessee with respect to Tennessee's claims against Purdue, tolling the application of the statute of limitations from May 12, 2004 through the filing of this Complaint. By the filing of this Complaint, the tolling agreement as to any other civil claims that the State may bring, *e.g.*, False Claims Act, remains in effect. There is no statute of limitations for any state action under the TCPA.

CAUSES OF ACTION

(Unfair or Deceptive Acts or Practices in violation of Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et. seq.*)

52. The Plaintiff, State of Tennessee, incorporates by reference the allegations of paragraphs 1 through 51 of the Complaint.

53. Purdue engaged in unfair or deceptive acts or practices in their marketing, promotion and sale of OxyContin, including without limitation:

a) aggressively marketing OxyContin to a broad variety of doctors and patients, for an ever expanding array of ailments, sometimes contrary to its label and indications, while failing to adequately disclose and reasonably warn of and guard against the health and safety risks associated with OxyContin, including the risks associated with misuse, abuse, dependence, addiction and diversion;

b) avoiding or minimizing the known risks of OxyContin, including the risks of abuse, dependence, addiction and diversion; and

c) employing a sales and incentive program that failed to reasonably guard against OxyContin abuse and diversion.

54. Purdue knew or should have known that their conduct was unfair or deceptive in violation of Tenn. Code Ann. § 47-18-104, (b)(2), (b)(5), (b)(7) and (b)(27).

DEMAND FOR RELIEF

WHEREFORE, Plaintiff, State of Tennessee, *ex rel.* Robert E. Cooper, Jr., Attorney General and Reporter, pursuant to TCPA, the Attorney General's general statutory authority, the Attorney General's authority at common law and this Court's equitable powers, prays:

1. That this Complaint be filed without cost bond as provided by Tenn. Code Ann. § 47-18-116 and no court costs or litigation fees or costs of any sort be taxed against the State pursuant to and § 47-18-116;

2 That process issue and be served upon Defendants requiring each Defendant to appear and answer this Complaint;

3. That this Court adjudge and decree that the Defendants have each engaged in the aforementioned acts or practices which violate the Tennessee Consumer Protection Act of 1977;

4. That this Court permanently enjoin Defendants from engaging in the aforementioned acts or practices which violate the Tennessee Consumer Protection Act of 1977 and that such orders and injunctions be issued without bond pursuant to Tenn. Code Ann. § 47-18-108(4);

5. That this Court enter judgment against Defendants and in favor of the State for the reasonable costs and expenses of the investigation and prosecution of the Defendants' actions, including attorneys' fees, expert and other witness fees, as provided by Tenn. Code Ann. § 47-18-108(a)(5), (b)(4);

6. That this Court adjudge and decree that the Defendants each separately pay civil

penalties of not more than one thousand dollars ($1,000.00) per violation of the Tennessee Consumer Protection Act to the State as provided by Tenn. Code Ann. § 47-18-108(b)(3);

7. That all costs in this case be taxed against Defendants; and

8. That this Court grant Plaintiff such other and further relief as this Court deems just and proper.

Respectfully submitted,

STATE OF TENNESSEE

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Approved:

MARY CLEMENT
Director
Division of Consumer Affairs
Department of Commerce and Insurance

I hereby certify that this is a true copy of original instrument filed in my office this 8th day of May 2007
RICHARD R. ROOKER Clerk
By _____ Deputy Clerk